

**TIKTOK
MUSIC PUBLISHER LICENSE AGREEMENT**

This Agreement ("Agreement") is made as of the date that Publisher opts-in to this Agreement through the opt-in portal (the "Music Reports Portal") administered by Music Reports, Inc. ("Music Reports") on behalf of TikTok Information Technologies UK Limited ("Execution Date"), by and between TikTok Information Technologies UK Limited ("TikTok"), with a registered address at One London Wall, 6th Floor, London England EC2Y 5EB, on the one hand, and the party assenting to be bound by the terms hereof, as indicated by e-signature and/or click-through acceptance via the Music Reports Portal ("Publisher"), on the other, and shall be effective as of the later of the Execution Date and January 1, 2022 (the "Effective Date").

1. Certain Definitions: As used in this Agreement:

(a) "Accounting Period" means each of the quarter-annual calendar periods during the Term ending March 31, June 30, September 30, and December 31.

(b) "Clips" has the meaning set forth in paragraph 3(a) of this Agreement.

(c) "Control" means ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such entity.

(d) "Losses" means any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses including, without limitation, court costs, reasonable third party legal fees and third party costs of investigation.

(e) "Musical Work" means a musical composition owned, controlled and/or administered by Publisher or any of its affiliates, in whole or in part, upon the commencement of the Term or at any time during the Term, solely to the extent of Publisher's (or the applicable affiliate's) ownership, control or administration interest in and to such musical composition. With respect to any Musical Work in which the rights that are the subject of this Agreement are owned or controlled by Publisher only in part, the term "Musical Work" shall only refer to that portion of the Musical Work in which such rights are owned or controlled by Publisher.

(f) "TikTok Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with TikTok.

(g) "Publisher Clips" means Musical Works as embodied in clips of sound recordings of no more than sixty (60) consecutive seconds made available by TikTok or a TikTok Affiliate via the Service.

(h) "Publisher Parties" means Publisher and each of Publisher's past and present music publishing affiliates, subsidiaries, related entities, divisions, and parents, and each of (I) their respective owners, officers, directors, shareholders, members, employees, agents, representatives, assignors, parents, subsidiaries, predecessors, successors, assigns, consultants, insurers, investors, lenders and attorneys, and (II) the persons or entities whose interests they represent (e.g., songwriters, composers, lyricists, rightsholders, etc.).

(i) "Publisher's Pro Rata Share" means a fraction, (i) the numerator of which is the total number of Videos created in the Territory during the applicable calendar month of the Term, which incorporate identified sound recording clips embodying identified Musical Works licensed hereunder (prorated appropriately in the case of Musical Works that are partially owned, partially controlled or partially administered by Publisher), and (ii) the denominator of which is the total number of Videos created in the Territory during such calendar month, which incorporate identified sound recording clips embodying identified musical compositions (including Musical Works). Publisher acknowledges and agrees that, for purposes of this calculation, TikTok may use as the basis for determining Publisher's Musical Works for the Territory, Publisher's ownership, control or administration interest in mechanical rights for musical compositions in the United States (including its territories, possessions and commonwealths) (collectively, the "United States").

(j) “Service” means the video services currently branded as (a) “TikTok” ; (b) “Dou Yin” (“抖音” in Chinese characters; available solely in China); (c) “TikTok Lite”; (d) “Dou Yin Ji Su Ban” (抖音极速版 in Chinese characters; available solely in China); and (e) “Dou Yin Huo Shan Ban” (“抖音火山版” in Chinese characters; available solely in China) (each of the foregoing (a) – (e), individually and collectively, are referred to herein as the “App”), which are owned or controlled by TikTok and/or the TikTok Affiliates, and which enable users to create and/or view videos that may include clips of sound recordings (each, a “Video”), which Videos can be (i) stored on users’ devices (or storage clouds), (ii) uploaded to computer servers owned or controlled by or on behalf of TikTok or the TikTok Affiliates, and (iii) displayed, distributed, performed and/or communicated to public or private audiences via any device, hardware or equipment with a viewable screen with or without internet connectivity, through (a) websites owned or controlled by or on behalf of TikTok and/or the TikTok Affiliates (the “TikTok Websites”), (b) the App, (c) email or messaging services (e.g., Multimedia Messaging Service or “MMS”), or (d) third party platforms (“Third Party Platforms”), in each case whether by way of an attached file, an embeddable player or a link to the Video hosted on computer servers owned or controlled by or on behalf of TikTok or the TikTok Affiliates. TikTok may rebrand the App, TikTok Websites and/or the Service, from time to time in its sole discretion on a country-by-country basis.

(k) “Territory” means the world; provided, however, that if Publisher lacks authority to grant a worldwide license for any Musical Works (e.g., if the rights which are the subject of the grant of rights under this Agreement are controlled by a third party (e.g., a performing rights society or a collective management organization) in any country(ies) of the Territory, and/or were previously granted by a third party to TikTok for any period of the Term in respect of any country(ies) of the Territory, Publisher shall simultaneously notify TikTok and its third-party contractor (currently Music Reports) within thirty (30) days after the Execution Date of the country(ies) and respective Musical Works as to which it cannot grant a license, and the Territory of the License shall be limited to those countries as to which Publisher has the authority to grant a license.

2. Term: The term of this Agreement shall commence on the Effective Date and continue through and including December 31, 2023 (the “Term”) (the period of the Term from the Effective Date through and including April 30, 2022, the “Initial Period”; the period of the Term from May 1, 2022 through and including December 31, 2023, the “Second Period”).

3. Rights Granted:

(a) Publisher hereby grants to TikTok and the TikTok Affiliates the non-exclusive right and license (“License”) in the Territory, during the Term and with respect to the Service, to use Musical Works in the following manner:

(i) to reproduce and store on servers Publisher Clips, and make available via the App and TikTok Websites Publisher Clips in the form of streams for the purpose of permitting users to listen to and decide whether to incorporate a Publisher Clip (or excerpt thereof) in a Video;

(ii) to enable users to (A) incorporate Publisher Clips or Live Recordings (defined below)(or excerpts thereof) into a Video or (B) incorporate into a Video other clips of sound recordings embodying Musical Works (e.g., from the local library of recordings on the user’s device via the upload feature of the App, via the recording and microphone features of the App, or via selecting the audio portion of another user’s Video). Publisher Clips, Live Recordings and such other clips of Musical Works are sometimes referred to herein, individually and collectively, as “Clips”;

(iii) to permit users to receive playbacks via the App and TikTok Websites of Videos created by users with incorporated Clips, and permit users to save the Videos with incorporated Clips to their devices (or storage clouds) and share Videos with incorporated Clips with private or public audiences via the TikTok Websites, the App, email or messaging services, and/or Third Party Platforms, in each case whether by way of an attached file, an embeddable player or a link to the Video hosted on computer servers owned or controlled by or on behalf of TikTok or TikTok Affiliates;

(iv) to enable and permit users, TikTok and/or the TikTok Affiliates to record and store content transmitted in so-called “real time” (i.e., “live streamed”) that may include (A) performances of one or more pre-recorded sound recordings embodying Musical Works, and/or (B) performances of one or more Musical Works (each of (A) and (B), a “Live Recording”) on users’ devices (or storage clouds) and computer servers owned or controlled by or on behalf of TikTok and/or the TikTok Affiliates;

- (v) to feature and promote via the Service Videos embodied with Clips;
- (vi) to reproduce and display, via the Service, metadata and songwriter information in connection with the corresponding Clips, at TikTok's sole discretion;
- (vii) to make all incidental reproductions of the Musical Works embodied in audiovisual advertisements or promotions on the Service as may be necessary to serve such to users; and
- (viii) to make all reproductions necessary to facilitate any and all of the above-described activities.

(b) The License granted in subparagraph 3(a), above, shall include all rights needed in connection with the above-described exploitations of the Musical Works (including mechanical, synchronization, reproduction, distribution, and making available rights), but it shall exclude any public performance and communication to the public rights (the rights licensed hereunder, individually and collectively, the "Licensed Rights").

(c) For the avoidance of doubt, nothing in this Agreement shall grant any Third Party Platforms a license to host Videos. For any exploitations of the Musical Works on Third Party Platforms, TikTok and TikTok Affiliates agree not to claim any rights for the monetization of such exploitations (e.g., TikTok and TikTok Affiliates will not claim a video on YouTube for monetization). Any user of the App will be prohibited, pursuant to the end user license agreement for the App, from exercising any rights to monetization of any Videos embodying any Musical Work(s).

(d) Publisher acknowledges that TikTok and TikTok Affiliates may use third party contractors to exercise its rights and/or perform its obligations under this Agreement, provided that TikTok shall maintain control over, and retain liability hereunder for all such rights and obligations.

(e) Takedown Rights:

(i) Publisher shall have the right to require TikTok to take down certain Publisher Clips made available in the Service in the event of songwriter relations concerns, loss of rights or legal claims; provided that Publisher does not discriminate against TikTok and does not use such rights in a manner to frustrate the purpose of this Agreement. If Publisher elects to exercise such right, it shall send an electronic takedown notice to TikTok at copyright@tiktok.com with sufficient detail to enable TikTok to identify the specific Publisher Clip at issue and upon receipt, TikTok shall use reasonable efforts to promptly remove the Publisher Clip accordingly.

(ii) Publisher shall have the right to require TikTok to take down or mute certain specified Videos embodying Musical Work(s) in the event of songwriter relations concerns, loss of rights or legal claims; provided that Publisher does not discriminate against TikTok and does not use such rights in a manner to frustrate the purpose of this Agreement. If Publisher elects to exercise such right, it shall send an electronic takedown notice to TikTok at copyright@tiktok.com with sufficient detail to enable TikTok to identify the specific Video at issue, and upon receipt, TikTok shall use reasonable efforts to promptly mute or remove from its servers, at TikTok's election, such Video.

(f) Restricted Compositions: Publisher may, at any time, provide written notice ("Restricted Composition Notice") that one or more musical compositions that it owns, controls or administers (in whole or in part) are restricted from being exploited via the Service (each, a "Restricted Composition"); each Restricted Composition Notice shall be sent by Publisher simultaneously to TikTok and its third-party contractor (currently, Music Reports) and, provided Publisher also includes in such written notice the identifying associated sound recording information (including track title and ISRC), (i) such Restricted Composition(s) shall no longer be licensed under paragraph 3(a), above, as of the date that is seven (7) business days after TikTok's receipt of such written notice from Publisher, and (ii) TikTok and TikTok Affiliates shall, after TikTok's receipt of such written notice from Publisher, (A) promptly cease making available via the App Publisher Clips embodying such Restricted Composition, (B) mute Videos on its servers that it has identified as containing such Restricted Composition, and (C) block from inclusion on the Service newly created Videos that it identifies as containing such Restricted Composition. Publisher shall not exercise its rights under this subparagraph punitively, in a discriminatory manner, or in a manner that frustrates the purposes of this Agreement. Publisher acknowledges that TikTok and TikTok Affiliates have no control over whether a user retains a Video within the App on such user's device(s), and TikTok and TikTok Affiliates will have no liability for any user's retention of such Video and/or distribution of such Video outside of the Service.

(g) Metadata. Publisher shall, within thirty (30) days of the Execution Date, provide to TikTok and/or (at TikTok's election) its third-party contractor (currently, Music Reports), with a list of all Musical Works owned, controlled or administered by Publisher in whole or in part, and the following in respect of each such Musical Work, to

the extent known by Publisher: (i) the title; (ii) the extent of Publisher's ownership or administration interest; (iii) the name(s) of the songwriter(s); (iv) the extent of the ownership or administration interest held by any other party and the identity of each such other party; (v) the performing rights affiliation(s); and (vi) known associated or linked ISRCs; provided, however, that any failure by or inability of Publisher to provide the information set forth in sections (iv), (v) and / or (vi) of this sentence shall not constitute a breach of this Agreement by Publisher. Publisher will provide all such information to TikTok or a third-party contractor acting on TikTok's behalf, in machine-readable form, to be delivered in a mutually agreed electronic format. The information provided by Publisher pursuant to this subparagraph (g) will be deemed Confidential Information of Publisher, except that Publisher hereby authorizes TikTok to share such Confidential Information with TikTok Affiliates and any third-party contractors utilized by TikTok or TikTok Affiliates, in all cases solely for the purposes of performing their obligations under and/or complying with this Agreement. Publisher will provide TikTok and/or a third-party contractor acting on TikTok's behalf with written notification of changes to the foregoing information (e.g., additions, deletions, etc.) on a calendar quarterly basis during the Term.

4. Covenant Not To Sue: Publisher, for and on behalf of itself and each of the other Publisher Parties, hereby irrevocably and unconditionally agrees and covenants never (whether during or after the Term) to directly or indirectly (whether by means of lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement) bring, assert, pursue, maintain, join in, support, assist, fund, lend resources to, or otherwise participate in any claims, causes of action, suits, controversies or demands (i) against TikTok or any of the TikTok Affiliates arising from, relating to, based on or in connection with, in whole or in part, the use and exploitation (whether by users or others) of any and all Musical Works via or in connection with the Service or otherwise in connection with the creation and/or exploitation of Videos at any time during the Term anywhere in the Territory; or (ii) against a user of the Service for its use of Musical Works in connection with the creation and use via the Service of Videos, as authorized hereunder and in compliance with the App's end user license agreement. Nothing contained in this paragraph 4 limits the right of Publisher to bring a claim against TikTok to enforce the terms, conditions or limitations prescribed in this Agreement.

5. Royalties:

(a) In consideration for the License granted and the representations, warranties and covenants made by Publisher in this Agreement, TikTok shall pay Publisher as follows ("Royalties"):

(i) in respect of each calendar month of the Initial Period, Publisher's Pro Rata Share of a royalty pool in the amount of Three Million One Hundred Twenty Five Thousand dollars (USD \$3,125,000)(subject to proportionate reduction for monthly periods of the Initial Period that are less than a complete calendar month)(the "Initial Period Monthly Publishing Royalty Pool")(the Initial Period Monthly Publishing Royalty Pool represents an aggregate royalty pool in the amount of Thirty Seven Million Five Hundred Thousand dollars (USD \$37,500,000) when viewed on an annualized basis);

(ii) in respect of each calendar month of the Second Period, Publisher's Pro Rata Share of a royalty pool in the amount of Three Million Seven Hundred Fifty Thousand dollars (USD \$3,750,000)(subject to proportionate reduction for monthly periods of the Second Period that are less than a complete calendar month)(the "Second Period Monthly Publishing Royalty Pool")(the Second Period Monthly Publishing Royalty Pool represents an aggregate royalty pool in the amount of Forty Five Million dollars (USD \$45,000,000) when viewed on an annualized basis); and

(iii) if, at any time during the Term, the amount of the Initial Period Monthly Publishing Royalty Pool and/or the amount of the Second Period Monthly Publishing Royalty Pool is increased, TikTok shall pay Publisher Royalties on the basis of such greater amount(s) effective as of the date of the increase(s) concerned.

In the event that Publisher is unable to grant some or all of the Licensed Rights necessary for TikTok or the TikTok Affiliates to use the Musical Works in any country(ies) of the Territory in connection with the Service, such that TikTok or the TikTok Affiliates are required to obtain licenses from, and/or pay fees to, one or more rights society(ies) or collective(s) in such country(ies) with respect to the exploitation of the Musical Works (or any subset of rights therein) on the Service as permitted under this Agreement (excluding, for the avoidance of doubt, any public performance rights or communication to the public rights, and any fees associated therewith), country(ies) concerned shall be deemed excluded from the Territory for all purposes of this Agreement including, without limitation, reporting and accounting as set forth in section 6(a)(i), below, and the fees payable to the applicable rights society or collective for

any such Licensed Rights with respect to the Musical Works shall be deducted from the amounts due to Publisher hereunder.

(b) Other than the amounts expressly referenced in this paragraph 5, no additional fees or amounts of any kind or nature shall be payable by TikTok and/or the TikTok Affiliates in connection with the permitted use of Musical Works licensed hereunder. For avoidance of doubt, TikTok and the TikTok Affiliates shall not be obligated to pay to Publisher any additional amounts in connection with the storage or hosting of Musical Works and/or the incidental reproduction of Musical Works for purposes of operating the Service including, without limitation, serving audiovisual advertisements or promotions to users.

(c) Each party hereto will be responsible for collecting and remitting sales, use, value added, and other comparable excise taxes due with respect to (or incurred in connection with) the sale or license of such party's goods or services to its customers. Neither party hereto is liable for any taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the sale of the other party's goods or services.

5A. MFN: TikTok represents, warrants and covenants that, during the Term, the respective amounts of the Initial Period Monthly Publishing Royalty Pool and the Second Period Monthly Publishing Royalty Pool, and the calculation methodology used to determine Publisher's Pro-Rata Share thereof, shall be no less favorable than the amounts of the respective royalty pools for music publishing mechanical, synchronization, reproduction, distribution, and making available rights licensed to TikTok for the Service by all other music publisher royalty pool participants, and the calculation methodology used to determine each such rights holder's pro-rata share thereof, respectively.

6. Reports / Accountings:

(a) (i) Within forty-five (45) days after the end of each Accounting Period, TikTok, or a third-party contractor acting on TikTok's behalf, shall render to Publisher an accounting statement covering the Royalties earned with respect to such Accounting Period (each, a "Quarterly Accounting Statement"), calculated on a quarterly basis. Each Quarterly Accounting Statement shall be delivered in electronic format. TikTok shall pay the applicable Royalties, after deducting those amounts, if any, that TikTok is required to withhold pursuant to any applicable statutes, regulations, treaties, or laws in the Territory (collectively, "Laws"), within forty-five (45) days after the end of the applicable Accounting Period, which payment may be mailed to Publisher or sent to Publisher via direct deposit, provided the Royalties due Publisher are equal to or greater than U.S. \$50.00 (the "Minimum Payment"). If the Minimum Payment is not achieved for an Accounting Period, then the balance due Publisher will roll over to successive Accounting Periods until such time as the Minimum Payment is reached, at which time TikTok will pay all such Royalties to Publisher in accordance with this provision.

(ii) Without limiting anything else set forth in this Agreement, Publisher shall be responsible for any and all applicable value-added tax or withholding tax ("Taxes"), in the event that any such Taxes are applicable under the Laws. All payments required to be made to Publisher by TikTok under this Agreement shall be inclusive of all Taxes. If any payments made by TikTok to Publisher under this Agreement are under applicable Laws subject to withholding tax levied by any governmental authority, TikTok may withhold the applicable withholding tax from the relevant payment and remit the balance to Publisher. In that event, TikTok will take reasonable steps to provide Publisher with evidence of such withholdings, including any evidence it may be required to provide to Publisher under applicable Laws. To the extent any amounts for Taxes are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person or entity to whom or to which such amounts would otherwise have been paid. Publisher will not be entitled to a gross-up or indemnification with respect to any amounts required to be withheld by TikTok under applicable Laws. Publisher shall provide TikTok with such tax form(s) as may be appropriate in the circumstances upon the execution of this Agreement and, upon written request of TikTok, prior to the making of any payment hereunder. If Publisher provides TikTok with the necessary tax form(s), such as certificates of exemption or valid claim for treaty benefits as required by the tax authorities to whose jurisdiction TikTok is subject, TikTok shall refrain from withholding or withhold at the applicable reduced treaty rate.

(b) An independent, third-party certified accountant on behalf of Publisher which is not then conducting an audit of TikTok on behalf of another party, may, at TikTok's offices and at Publisher's sole cost and expense, examine TikTok's books and records solely for the purposes of verifying the accuracy of accounting statements rendered by TikTok to Publisher hereunder. Such books and records may be examined as aforesaid only (i) during TikTok's normal business hours, (ii) upon at least thirty (30) days' prior written notice to TikTok, and (iii) within one (1) year after the date a statement is rendered hereunder. Publisher shall not have the right to examine such books and records more frequently than once in any twelve (12)-month period or more than once with respect to any particular statement. Publisher acknowledges that such books and records constitute and contain Confidential Information (as

defined in paragraph 11, below), and Publisher's accountant must sign and deliver to TikTok a confidentiality agreement in a form reasonably acceptable to TikTok prior to commencing any such examination. Each statement hereunder shall be deemed final and binding upon Publisher as an account stated and shall not be subject to any claim or objection by Publisher (A) unless Publisher notifies TikTok of Publisher's specific written objection to the applicable statement, stating the basis thereof in reasonable detail within one (1) year after the date such statement is rendered hereunder, and (B) unless, prior to the date six (6) months after the expiration of said one (1) year period, Publisher makes proper and valid service of process upon TikTok in a suit instituted in a court of proper jurisdiction.

(c) If Publisher becomes aware that TikTok is reporting on and/or paying Publisher for musical compositions that Publisher does not own, control or administer, Publisher will promptly notify TikTok in accordance with paragraph 10, below.

(d) (i) At all times during and after the Term, TikTok reserves the right to exclude from the determination and calculation of Publisher's Pro-Rata Share any and all Videos embodying Musical Works that TikTok reasonably believes to have been created as the result of fraud or abuse ("Fraudulent Videos").

(ii) Without limiting any of TikTok's other rights and remedies, if TikTok reasonably believes that Fraudulent Videos have occurred, TikTok will have each of the following options (which TikTok may exercise alone, or in any combination, in its sole, unrestricted discretion): (i) to require Publisher to immediately and unconditionally reimburse TikTok for the aggregate of (x) any and all Royalties previously paid to or on behalf of Publisher, and (y) any and all amounts previously paid to third parties in respect of the Musical Works pursuant to the terms hereof or as otherwise required by applicable law, statute or industry custom and practice ("Third Party Payments"), in each case, that are attributable to Fraudulent Videos, as determined by TikTok, promptly following TikTok's request therefor (but in no event later than five (5) days thereafter in each instance), (ii) to offset the aggregate of (xx) any and all Royalties previously paid to or on behalf of Publisher, and (yy) any and all Third Party Payments, that, in each case, are attributable to Fraudulent Videos, as determined by TikTok, from any and all future Royalties due for the remainder of the Term, and/or (iii) to amend and restate (without giving effect to Fraudulent Videos) any and all calendar monthly reporting statements previously delivered to Publisher with retroactive effect, in order to reverse Fraudulent Videos and recalculate the Royalties due for such monthly periods of the Term (without giving effect to Fraudulent Videos).

(iii) Without limiting any of TikTok's other rights and remedies, if TikTok reasonably believes that Publisher or any of its affiliated entities and individuals (including employees, independent contractors, featured artists, non-featured artists and other creative personnel) is (or are, as the case may be) directly or indirectly responsible for Fraudulent Videos (whether by means of engaging in such activities directly, or by indirectly lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement), then, without limiting the generality of anything in the preceding paragraph, TikTok will have each of the following additional options (which TikTok may exercise alone, or in any combination, in its sole, unrestricted discretion): (i) to deem Publisher to be in material breach of its material obligations under this Agreement, which are incapable of being cured, (ii) to terminate the Term, with immediate prospective effect, (iii) to terminate the user account(s) of the persons or entities that TikTok reasonably believes are responsible for Fraudulent Videos, (iv) to disable further access to the Service via any devices associated with the user account(s) of the persons or entities that TikTok reasonably believes are responsible for Fraudulent Videos, and/or (v) to immediately take-down from the Service the Musical Works associated with the Fraudulent Videos.

7. Certain Representations, Warranties and Covenants:

(a) As of the Execution Date and during the Term, each party hereto represents, warrants and covenants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms, and the person executing this Agreement on such party's behalf is authorized to do so; and (ii) its execution of this Agreement will not violate the provisions of any agreement to which it is a party, or any applicable law or regulation.

(b) As of the Execution Date and during the Term, Publisher represents, warrants and covenants that, as between Publisher and TikTok, Publisher shall obtain consents from and pay and be solely responsible for the payment of royalties and other amounts to any and all songwriters and other third parties as may be required in connection with the permitted exploitation of the Musical Works hereunder. Publisher further represents, warrants and covenants that, as of the Execution Date and throughout the Term, TikTok's (or TikTok Affiliates') exercise of the rights granted to it under this Agreement will not infringe upon or violate any third party's rights, including any rights of copyright, trademark, publicity or privacy.

8. Indemnification:

(a) Publisher agrees to defend, indemnify and hold harmless TikTok, its subsidiaries, affiliates (including the TikTok Affiliates), successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing (collectively, "TikTok Parties"), from and against any and all Losses due to any claim by a third party: (i) that constitutes, or based on facts that, if true, would constitute, a breach by Publisher of this Agreement, including any warranty, representation or covenant made in this Agreement by Publisher; or (ii) arising from or related to the rights and authorizations granted to TikTok in this Agreement or the exercise thereof.

(b) TikTok agrees to defend, indemnify and hold harmless Publisher, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all Losses due to any claim by a third party that constitutes, or based on facts that, if true, would constitute, a breach by TikTok of this Agreement, including any warranty, representation or covenant made in this Agreement by TikTok.

(c) The persons and entities entitled to be indemnified under paragraphs 8(a) and 8(b), above (individually and collectively, "Indemnitee") shall (i) promptly inform the indemnifying party under such paragraphs ("Indemnitor") of each claim, suit or proceeding with respect to which it seeks indemnity, (ii) furnish to the Indemnitor a copy of each communication, notice or other action related to such claim, suit or proceeding, and (iii) give the Indemnitor the authority, information and reasonable assistance necessary to settle or litigate such claim, suit or proceeding, using counsel selected by the Indemnitor (provided, however, that the Indemnitee shall have the opportunity to participate in the defense of such suit or proceeding with counsel of its choice, at the Indemnitee's sole cost). Any settlement of any such claim, suit or proceeding by the Indemnitor that imposes any requirements on the Indemnitee or which involves agreements other than the payment of money by the Indemnitor and receipt of a full release for the benefit of the Indemnitor and the Indemnitee, shall be subject to the Indemnitee's written consent.

(d) Without waiving any right or remedy available to TikTok, if any claim is made for which Publisher is obligated to indemnify any of the TikTok Parties, TikTok shall have the right to withhold amounts otherwise payable to Publisher under this Agreement in an amount reasonably related to such claim and to deduct therefrom payments required under subparagraph 5(a) above.

(e) WITHOUT LIMITING THE INDEMNITY OBLIGATIONS OF THE PARTIES PURSUANT TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH 8 AND OTHER THAN AS A RESULT OF A BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TIKTOK MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO PUBLISHER AS TO THE QUALITY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR ANY ELEMENTS OF THE SERVICE.

9. Termination:

(a) Notwithstanding anything to the contrary contained herein, TikTok shall have the right to terminate the Term hereof for any or no reason upon thirty (30) days' notice to Publisher.

(b) Without limiting any other remedy available at law or in equity hereunder, either party may terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied within thirty (30) days after notice to the breaching party thereof. Without limiting the generality of the preceding sentence, neither party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other party of its obligations hereunder unless the breaching party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured or to an application for injunctive relief.

(c) In addition to the rights of termination set forth above, each party hereto shall have the right to terminate the Term immediately: (i) in the event that the other party makes a general assignment for the benefit of its

creditors; (ii) in the event of the filing of a voluntary or involuntary petition against the other party under any applicable bankruptcy or insolvency law; or (iii) in the event of the appointment of a trustee or receiver or any equivalent thereof for the other party hereto or its property.

(d) In addition, TikTok shall have the right to terminate the Term upon notice to Publisher in the event that TikTok ceases to operate the Service during the Term.

(e) The termination or expiration of the Term shall not affect those representations, warranties and other obligations that by their nature survive the end of the Term.

(f) A party's right to terminate this Agreement in connection with a material breach by the other party will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to such right of termination has been cured.

(g) Following the termination or expiration of the Term, TikTok shall not be required to remove from the Service any Videos created prior to the expiration or termination of the Term. Publisher acknowledges and agrees that TikTok and the TikTok Affiliates shall have no liability for a user's retention, use or distribution of any such Videos (or the Clips embodied therein).

10. Notices and Payments: All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or U.S. Mail (if sent in time for and specifying next day delivery); provided that, and notwithstanding anything to the contrary herein, in the case of notices to TikTok, any such notice must also be sent via email to the email address set forth below to be effective. In each case (except for personal delivery) such notices, as well as all requests, demands, and other communications shall be directed to a party at the following addresses, unless otherwise indicated in a notice duly given hereunder: (i) in the case of TikTok, to the attention of Legal Department, with required simultaneous copies to legal@tiktok.com, and Bobby Rosenblum, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, and (ii) in the case of Publisher, via email or via the Music Reports Portal.

11. Confidentiality: For the purposes of this Agreement, "Confidential Information" shall mean the terms of this Agreement and any non-public information, data, reports, or other materials provided by one party to the other under or in connection with this Agreement (other than metadata and other information intended for storage and display to users of the Service under this Agreement), and any other information the receiving party should reasonably have understood under the circumstances should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, such as usage data, royalty reports, and similar information. Except with the prior written consent of the disclosing party, neither party shall use or disclose any Confidential Information other than (i) to such party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, (ii) to such party's employees and contractors who have a need to know and any disclosure to contractors may only be to contractors who are bound by an agreement to protect the confidential information of third parties, (iii) with investors, prospective investors, acquirers and prospective acquirers, each of whom shall first be required to enter into a nondisclosure agreement with TikTok, (iv) in connection with any legal, governmental or administrative proceeding, provided that prior written notice of such disclosure is furnished to the non-disclosing party in order to afford such non-disclosing party a reasonable opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order, disclosure of such information in such proceeding may be made without liability), and (v) in the ordinary course of such party's fulfillment of its obligations hereunder solely to the limited extent necessary to fulfill its written and/or legal obligations to songwriters. In addition, this Agreement may be disclosed in contemplation of any merger or sale of all or a substantial portion of a party's assets or securities, subject to a nonuse and nondisclosure agreement consistent with the provisions of this paragraph. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of information (a) previously known to it by lawful means without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's Confidential Information, (c) acquired by it from a third party which, to the reasonable knowledge of the receiving party, is not under an obligation of confidence with respect to such information, (d) which is or becomes publicly available through no breach of this Agreement or (e) that is required to be disclosed by operation of law, court order or other governmental demand (subject to the notice requirement in subparagraph (iii) above). Notwithstanding the foregoing, neither party shall be in breach of this Agreement for disclosing to any rights society or collective that Publisher has licensed to TikTok the rights granted in paragraph 3 of this Agreement.

12. Miscellaneous:

(a) All references in this Agreement to "this Agreement," "hereof," "herein" and words of similar connotation include all exhibits and schedules attached hereto, unless specified otherwise. The parties hereto intend this Agreement as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof; this Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof. No draft or addition, deletion, revision, change or other alteration in or to drafts of this Agreement prepared prior to the execution of this Agreement shall be referred to by any of the parties hereto in any lawsuit in which the construction, interpretation or meaning of this Agreement is in dispute or otherwise be used for purposes of construing or interpreting any of the terms, provisions or language of this Agreement in adjudicating or otherwise resolving any such lawsuit. The parties acknowledge and agree that no party hereto has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.

(b) Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is a conflict between any provisions of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with the minimum legal requirements, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) all such other provisions shall remain in full force and effect. The parties hereto shall negotiate in good faith to replace any invalid, illegal or unenforceable provision (the "Invalid Provision") with a valid provision, the effect of which comes as close as possible to that of the Invalid Provision.

(c) This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by the party to be charged. No waiver by a party hereto, whether express or implied, of any provision of this Agreement or default hereunder shall affect such party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. The rights and remedies of each party as specified in this Agreement are not to the exclusion of any other rights or remedies of such party. Each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this Agreement, each of the parties hereto may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this Agreement were not in existence.

(d) Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc." or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof. The paragraph headings herein are used solely for convenience and shall not be used in the interpretation or construction of this Agreement.

(e) THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER CALIFORNIA LAW). THE COURTS LOCATED IN LOS ANGELES, CALIFORNIA (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON A PARTY BY DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL OR BY OVERNIGHT COURIER OBTAINING PROOF OF DELIVERY, DIRECTED TO THE ADDRESS SET FORTH IN PARAGRAPH 10 OR SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE PURSUANT TO PARAGRAPH 10. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF CALIFORNIA. THE PREVAILING PARTY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE ENTITLED TO PROMPT REIMBURSEMENT FROM THE OTHER PARTY FOR ALL COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY THE PREVAILING PARTY IN CONNECTION THEREWITH.

(f) This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. Each party may assign its rights and obligations hereunder in whole or in part to any affiliate or to any person or entity acquiring all or a substantial portion of the assets or business of such party, and such rights

and obligations may be assigned by any assignee thereof, but subject to the same limitations. In addition, TikTok may assign its rights and obligations hereunder in whole or in part to any partnership or other venture in which TikTok or any TikTok Affiliate participates, or to any person or entity acquiring all or any portion of TikTok's right, title or interest in the Service and/or any of TikTok's assets necessary to operate the Service in the Territory, and such rights may be assigned by any assignee thereof. Any purported assignment in violation of the foregoing shall be deemed null and void ab initio and without force or effect. Other than such permitted assignees and as otherwise set forth herein, no person or entity not a party to this Agreement shall have any rights or remedies under this Agreement, whether as a third-party beneficiary or otherwise.

(g) In entering into this Agreement, TikTok and Publisher have and will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement.

(h) Neither party hereto will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, pandemic, epidemic, war, terrorism, fire, earthquake, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence ("Force Majeure Event"). Publisher agrees that TikTok shall have the right to suspend the Term and the operation of this Agreement and TikTok's obligations hereunder or terminate the Term of this Agreement in the event of a Force Majeure Event. Such right may be exercised by notice to Publisher, and such suspension will last for the duration of the applicable event. In addition to, and not in lieu of, the foregoing, if TikTok is prohibited from providing the Service in any country(ies) of the Territory, or if Licensor is prohibited from transacting with TikTok or any TikTok Affiliate in any country(ies) of the Territory, in either case, as the result of a law, ordinance, rule, regulation, restriction, sanction, directive, executive order or any other type of order by a government and/or other authorized entity or body, or if TikTok ceases to operate the Service in any country(ies) of the Territory due to a hostile political environment, (each, a "Restriction"), such Restriction shall constitute a Force Majeure Event and, solely in respect of the country(ies) of the Territory which are affected by such Restriction, without limiting any of TikTok's other rights or remedies under this Agreement or otherwise, TikTok shall have the right to suspend the Term and its future obligations under this Agreement solely in relation to the applicable country(ies) of the Territory for the duration of the period of the Term during which the Restriction concerned is in effect or to exclude the applicable country(ies) of the Territory from the Territory on a prospective basis (in which case the applicable country(ies) of the Territory shall no longer constitute part of the Territory and TikTok shall be relieved of its future obligations under this Agreement in relation to the country(ies) concerned).

(i) Publisher recognizes that the amount of royalties hereunder is speculative and agrees that TikTok's judgment with respect to matters affecting the marketing of the Service shall not be subject to dispute by Publisher. Nothing contained in this Agreement obligates TikTok to make available, exploit or distribute Musical Works on or in connection with the Service. Publisher acknowledges and agrees that nothing in this Agreement will be deemed to affect or limit TikTok's eligibility for any of the safe harbors under 17 U.S.C § 512 (or any reasonably equivalent or analogous laws anywhere in the world).

(j) No party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, any terms and conditions of this Agreement or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).

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(k) This Agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile and/or electronic signatures on this Agreement will be deemed originals for all purposes.

**TIKTOK INFORMATION
TECHNOLOGIES UK LIMITED**

PUBLISHER

By:



(an authorized signatory)

By: TSUNAMI FLOW

(an authorized signatory)

Name: Jordan Lowy

Name: TSUNAMI FLOW

Title: Director of Music Partnerships | Global
Business Development

**Publisher's electronic execution of the Agreement via the Music Reports Portal
constitutes Publisher's binding agreement to these terms.**